

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

EFRAN SANTOS CRUZ,

(b) County of Residence of First Listed Plaintiff Philadelphia  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Nicholas J. Sansone, Esq., Cooper Levenson, PA,  
1415 Marlton Pike E., Suite #205, Cherry Hill, NJ 08034  
856-857-5508, nsansone@cooperlevenson.com

## DEFENDANTS

GREG WALCZAK and  
MERIDIAN CONTRACTORS and CONSULTANTS, LLC

County of Residence of First Listed Defendant Philadelphia  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question  
(U.S. Government Not a Party)  
☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                                   |   | PTF                        | DEF                                   |
|---|----------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
FLSA 29 U.S.C. Section 201, et seq.

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

JUL 3 2019

DATE  
07/03/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 4644 ELLA St. PHILADELPHIA, PA 19120

Address of Defendant: 425 EDGEMONT St. PHILA, PA 19137 + 560 STATE St. BALSAM, PA 19020

Place of Accident, Incident or Transaction: PHILADELPHIA, PA

## RELATED CASE, IF ANY:

Case Number: FILED SIMULTANEOUSLY Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☒ **is** ☐ **is not** related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 7/3/19 NICHOLAS SANSONE, Esq. Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)CIVIL: (Place a ☒ in one category only)

## A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☒ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☒ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
- (Please specify): \_\_\_\_\_

## B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases
- (Please specify): \_\_\_\_\_

## ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:☐ Relief other than monetary damages is sought.

JUL - 3 2019

DATE: \_\_\_\_\_ Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JDW

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

EFRAN SANTOS CRUZ,

CIVIL ACTION

v.

GREG WALCZAK and MERIDIAN CONTRACTORS:  
AND CONSULTANTS, LLC

NO. 19 2914

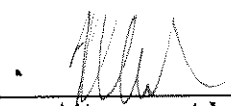
In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

07/03/2019

Date

  
Attorney-at-law

Nicholas J. Sansone, Esquire

Attorney for Plaintiff

856-857-5508

Telephone

856-795-8641

FAX Number

nsansone@cooperlevenson.com

E-Mail Address

(Civ. 660) 10/02

JUL - 3 2019

**ORIGINAL**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

-----  
Efran Santos Cruz  
4644 Ella Street  
Philadelphia, PA 19120

v.

Greg Walczak  
425 Edgemont Street,  
Philadelphia, Pennsylvania 19137

And

Meridian Contractors and  
Consultants, LLC  
560 State Rd. Suite 202  
Bensalem, Pennsylvania 19020

Civil Action No. 19 2914

COMPLAINT

1. Plaintiff Efran Santos Cruz is an adult individual residing at the above address.

2. Defendant Greg Walczak is an adult individual residing at the above address ("Defendant Walczak").

3. Defendant Meridian Contractors and Consultants, LLC, is a business entity operating under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 560 State Rd., Suite 202, Bensalem, PA 19020 ("Meridian"). Meridian is a construction company offering a variety of services in the property renovation and building industry.

**ORIGINAL**

4. At all times material hereto, Defendant Walczak was the owner, president and/or principal of Meridian (collectively hereafter as "Defendants").

5. Jurisdiction over the Fair Labor Standard Act ("FLSA") claim is proper under 28 U.S.C. §1331.

6. Jurisdiction over the State Law Claims is proper under 28 U.S.C. §1367.

7. Venue is proper under 28 U.S.C. §1391.

8. The instant action stems from Defendants' failure to pay Plaintiff for labor on various projects which were completed in or about July 2017 through October 2017.

9. During this timeframe, Plaintiff was employed as a mason for Aspen Construction Services, Inc. ("Aspen"). He was paid \$25.00 per hour in this capacity.

10. Throughout the aforementioned timeframe, Defendants utilized Plaintiff to perform work in furtherance of Meridian's business projects. Defendant Walczak also utilized Plaintiff's services for his own personal projects.

11. Defendant Walczak had been hired by Aspen Construction as a project manager in or about April or May 2017.

12. Defendant Walczak proceeded to engage in conduct throughout his employment at Aspen wherein he regularly

conducted work unrelated to Aspen projects and in furtherance of Meridian's work i.e. bids Meridian had procured.

13. Defendant Walczak misrepresented to Plaintiff that the work he was being asked to perform, as it relates to any bid work, were Aspen projects.

14. Specifically, Defendants failed to compensate Plaintiff for work performed by Plaintiff as part of renovation improvements performed on the Green Street Friends School in Philadelphia, work which was completed in or about the end of July 2017.

15. Plaintiff's work involved laying brick, performing window installation and window sealant/patch work and other lintel related work.

16. Plaintiff performed work at the Green Street School Friends School for six weeks, appearing at the job-site two to three times a week, between eight to ten hours a day at \$25.00 an hour.

17. Plaintiff initially believed this labor was for a bid procured by Aspen; in fact, this was related to Meridian's work on a bid procured solely by Meridian.

18. In sum, Defendants have failed to pay at or in excess of \$2,500.00 in wages owed to Plaintiff on the Green Street Friends School renovation project.

19. In July through August, 2017, Plaintiff performed certain chimney improvement work for Defendants on various residential and/or commercial properties. This included cleaning said chimneys and otherwise restoring brick on various properties as required.

20. Plaintiff spent two days on the work sites for nine hours a day at his standard \$25.00/hour and was not compensated for said work at or in excess of \$450.00 by Defendants.

21. In August through September 2017, Defendants hired Plaintiff for work for improvements and renovations to the Metro Diner on West Street Road in Warminster, Pennsylvania.

22. Plaintiff performed certain stucco and construction work at this site for four weeks at two to three days per week at nine to ten hours per day at his standard rate of \$25.00 per hour.

23. Upon information and belief, Defendants still owe Plaintiff for approximately twelve business days for wages totaling at or in excess of \$4,000.00-\$5,000.00 inclusive of overtime.



24. Plaintiff also performed certain garage renovations and improvements for Defendant Walczak's home in September 2017, said work which took two days at eight hours a day at the standard rate of \$25.00/hour or at or in excess of \$400.00.

25. Plaintiff has not been paid in any way for his services for this work which was wholly in furtherance of Defendant Walczak's personal property.

COUNT I-BREACH OF CONTRACT  
PLAINTIFF EFRAN SANTOS CRUZ V. DEFENDANT WALCZAK

26. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

27. At all times relevant hereto, Plaintiff and Defendant Walczak had an agreement, evidenced by the conduct of the parties and the work done by Plaintiff, in which the Plaintiff agreed to provide his services as a mason in return for full compensation for said labor from Defendants.

28. Defendant accepted the value of the services performed by Plaintiff but has failed to compensate Plaintiff in full for said services despite the work being done fully and satisfactorily by Plaintiff.

29. Plaintiff engaged in no conduct in performing said services which would constitute a breach of any agreement he



agreed to undertake for Defendants and at all times, his work was complete and in accordance with what was requested.

30. As a direct and proximate cause of the Defendant's breach of contract, Plaintiff has been damaged with direct monetary losses of the income he would have earned had he been fully compensated.

31. These damages, as well as any other compensatory damages, consequential damages, interest, attorney's fees and costs were a foreseeable result of Defendant's breach.

COUNT II - NEGLIGENT MISREPRESENTATION  
PLAINTIFF EFRAN SANTOS CRUZ v. DEFENDANTS WALCZAK AND  
MERIDIAN

32. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

33. As set forth above, Defendants represented to Plaintiff that they would compensate Plaintiff for the labor services he provided for the above projects but did not pay Plaintiff what he is fully owed.

34. These misrepresentations and/or omissions were negligently made to induce Plaintiff to engage work for Defendants and, as detailed below, to mislead Plaintiff into believing he was performing labor for his employer Aspen when he

was indeed furthering Defendants' own business and/or personal interests.

35. Plaintiff reasonably relied upon these misrepresentations and performed work for Defendants.

36. Defendants either knowingly or negligently represented to the Plaintiff that they would compensate Plaintiff for work done as part of the above projects and/or Plaintiff had an expectation that Aspen would pay his wages until it was discovered he was not engaging in Aspen related work and subsequently never paid.

37. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiff incurred economic loss and has been damaged.

38. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiff has been damaged and is entitled to all monies owed him as a matter of law for the above referenced work.

COUNT III-QUANTUM MERUIT  
PLAINTIFF EFRAN SANTOS CRUZ v. DEFENDANTS WALCZAK AND  
MERIDIAN

39. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

40. Defendants have received the benefit of services provided by Plaintiff during work as detailed above.

41. Plaintiff is entitled by reason of *quantum meruit* to the reasonable value of services provided to the Defendants for which Defendants have failed and refused to compensate Plaintiff.

COUNT IV - FAIR LABOR STANDARDS ACT  
PLAINTIFF EFRAN SANTOS CRUZ V. DEFENDANTS WALCZAK AND  
MERIDIAN

42. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

43. Plaintiff is an employee entitled to the Fair Labor Standards Act ("FLSA") protection and Defendants are an employer required to follow FLSA mandates.

44. Defendants violated the FLSA by failing to pay Plaintiff for all hours worked.

45. In violating the FLSA, Defendants acted willfully and with reckless disregard of all clearly applicable FLSA provisions requiring payment.

COUNT V - PENNSYLVANIA MINIMUM WAGE ACT  
PLAINTIFF EFRAN SANTOS CRUZ V. DEFENDANTS WALCZAK AND  
MERIDIAN

46. Plaintiff incorporates the previous paragraphs as if fully set forth at length herein.

47. Plaintiff is an employee entitled to the Pennsylvania Minimum Wage Act ("PMWA") protections and Defendants are an employer required to follow the PMWA mandates.

48. The PMWA requires Defendants to pay Plaintiff compensation calculated at 150% of their regular pay rate for all hours worked in excess of forty hours per week.

49. Defendants violated the PMWA by failing to pay Plaintiff compensation for all hours worked in excess of forty hours per week.

50. In violating the PMWA, Defendants acted willfully and with reckless disregard of all critically applicable PMWA provisions requiring payment.

**COUNT VI - PENNSYLVANIA WAGE PAYMENT AND COLLECTION LAW**  
**PLAINTIFF EFRAN SANTOS CRUZ V. DEFENDANTS WALCZAK AND**  
**MERIDIAN**

51. Plaintiff incorporates the previous paragraphs as if fully set forth at length herein.

52. Plaintiff is an employee entitled to the Pennsylvania Wage Payment and Collection Law ("WPWCL")'s protections and Defendants are an employer required to follow the WPWCL mandates.

53. PWPCL requires employees to be compensated for all hours worked.

54. Defendants violated the PWPCL by failing to pay Plaintiff for all hours worked and for the reimbursement of expenses provided to all employees.


55. In violating the PWPCL, Defendants acted willfully and with reckless disregard of all clearly applicable PWPCL provisions regarding payment.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff seeks the following relief:

- A. Payment of all unpaid regular wages;
- B. Liquidated damages, penalties and/or pre-judgment interest;
- C. Attorneys' fees and costs as allowed by statute; and
- D. Any other relief that this Court deems just and proper.

COOPER LEVENSON, P.A.

BY:   
NICHOLAS J. SANSONE, ESQUIRE  
Attorney for Plaintiff